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#### Contract Database Metadata Elements

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GEN/5661

AGREEMENT

between

MORRISTOWN CENTRAL SCHOOL

and

ST. LAWRENCE EDUCATION LOCAL 873

of the

CIVIL SERVICE EMPLOYEES ASSOCIATION

**RECEIVED**

FEB 1 8 2009

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

JULY 1, 2006 - JUNE 30, 2011

33 emp.

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## **ARTICLE I - RECOGNITION**

- A. The Morristown Central School District recognizes the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, the recognized Union, represented by Unit 8418, Local 873, known as the Morristown School Unit as the exclusive representative for collective negotiations with respect to salaries, wages, hours, and all other terms and conditions of employment for employee in the following occupational groups:

1. Motor Equipment Mechanic
2. Custodian
3. Custodial Worker
4. Bus Driver
5. Custodian/Bus Driver
6. Custodial Worker/Bus Driver
7. Teacher Aide
8. School Monitor
9. Cook/Manager
10. Food Service Helper
11. Keyboard Specialist, Senior Typist
12. Registered Professional Nurse
13. Clerk

Excluded from the Unit are:

1. Administrative Staff
2. Teachers
3. Secretary to Superintendent
4. Substitutes
5. Temporary Employees
6. Superintendent of Buildings/Grounds & Transportation

- B. This recognition shall continue in effect so long as the Association's active membership contains more than fifty percent (50%) of the total employees in the negotiating unit. It is recognized that all non-instructional employees have the right to join or not to join the Association, and membership shall not be a prerequisite for employment or continuation of employment of any employee. The Association agrees not to discriminate against employees who are not Association members.

## **ARTICLE II - NEGOTIATIONS**

Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the District, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals and reach compromises in the course of negotiations.

## **ARTICLE III - NON-DISCRIMINATION CLAUSE**

The Employer shall so administer its obligations under this Agreement in a manner which will be fair and impartial to all employees and shall not discriminate against any employee by reason of sex, nationality, race or creed.

## **ARTICLE IV - ASSOCIATION BUSINESS**

- A. The Employer recognizes the right of the employees to designate representatives of the CSEA, Inc., to appear on behalf to discuss salaries, working conditions, grievances and disputes as to the terms and conditions of this Agreement. Such representation shall extend to public hearings before the Board of Education upon request of the employees. Officers and agents of the CSEA Local 1000, AFSCME/AFL-CIO shall have the right to visit the employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this Agreement.
- B. Space shall be reserved on one bulletin board in each school building for the exclusive use of the Association for the purpose of posting material dealing with proper and legitimate Association business, subject to the approval of the contents of such notices and communications by the Superintendent or his/her designee. The Union President is to be furnished a copy at no cost of all bulletin board memorandums concerning workers covered under the union contract.
- C. The Association shall have the use of school buildings at reasonable times for meetings provided said meetings do not interfere with the instructional program or previous commitments made by the Superintendent, who shall be notified in advance of the times and places of said meetings.

- D. The Association President or designated representative shall be granted three (3) days for conducting Association business relative to its operation.

#### **ARTICLE V - PROBATIONARY PERIOD**

Newly hired employees shall serve a probationary period established by the District, which period shall be consistent with the time limits provided for in the Rules for the Classified Civil Service of St. Lawrence County for competitive class employees.

#### **ARTICLE VI - SENIORITY**

- A. Bargaining unit seniority is defined as the length of continuous service of any employee covered by this Agreement, starting with his/her most recent date of hire within the bargaining unit. In the event two or more bargaining unit members have the same date of hire, bargaining unit seniority ranking shall be determined by order of board appointment.
- B. Occupational seniority is defined as the length of continuous service of any employee covered by this Agreement, starting with his/her most recent date of hire in the occupational group. In the event two or more employees within an occupational group have the same date of hire, occupational seniority ranking shall be determined by order of board appointment. The occupational groups are as follows:
1. Motor Equipment Mechanic
  2. Custodian
  3. Custodial Worker
  4. Bus Driver
  5. Custodian/Bus Driver
  6. Custodial Worker/Bus Driver
  7. Teacher Aide
  8. School Monitor
  9. Cook/Manager
  10. Food Service Helper
  11. Keyboard Specialist, Senior Typist
  12. Registered Professional Nurse
  13. Clerk

- C. A permanent part-time employee will build seniority on a regular basis for posting purposes only.
- D. An employee's seniority for any purpose shall be broken and terminated by:
  - 1. discharge without being reinstated;
  - 2. voluntarily quitting or resignation without being reinstated as provided for in the Rules for the Classified Service of St. Lawrence County;
  - 3. layoff for two (2) consecutive years;
  - 4. layoff for four (4) consecutive years of a permanent competitive class employee.
- E. Substitute employees will not be granted seniority rights.
- F. Within sixty (60) days after signing this Agreement the Association and the District shall agree upon bargaining unit seniority lists and occupational seniority lists. Said lists shall be posted for fifteen (15) days. During said posting period employees may challenge the lists. Corrections of said lists will be made mutual by agreement between the Association and the District. Final lists shall be agreed upon by the District and the Association. No further challenges will be permitted.
- G. Within thirty (30) days after agreement on final lists, the District shall supply to the Association a list of all employees in the bargaining unit showing the employee's full name, home address, social security number, item number, job title, work location, membership status, insurance deduction and first date of employment. Updated lists shall be provided to the Association yearly on or before June 30<sup>th</sup>.

## **ARTICLE VII - JOB VACANCIES**

- A. The President of the Association will be notified of all job vacancies caused by an employee leaving the system or by the creation of a new position in the system, to include all types of summer employment. This notification will be given to the President of the Association and posted one (1) week prior to the filling of the vacancy in order to give present employees the opportunity to apply for the promotion or transfer.
- B. The District retains the right to hire the best qualified applicant for a job vacancy. If, in the judgment of the District, two (2) or more applicants from the bargaining unit are deemed to be the best qualified, and, in the judgment of the District, the skills and abilities of these applicants are equal, then the applicant with the greater amount of

occupational seniority shall be awarded the position. If no such bargaining unit applicant has occupational seniority in the occupation in which the vacancy exists, then bargaining unit seniority will be considered.

- C. An employee who is appointed to the position shall serve a trial period of thirty (30) working days, during which time his/her acceptability for permanent transfer shall be judged by the District. In the event an employee is judged to be unsatisfactory for the position, he/she may return to his/her previous job classification without penalty or loss of seniority in that occupational group. An employee, during said trial period, may elect to return to his/her previous job.

#### **ARTICLE VIII - LAYOFF AND RECALL**

- A. In the event of a layoff, the District shall determine the number of employees and the occupational groups affected. Such layoffs shall be based on occupational seniority provided that the remaining employees have the skill and ability to perform the required work.
- B. Should a recall occur, employees shall be recalled in the reverse order of the layoff.

#### **ARTICLE IX - GENERAL WORKING CONDITIONS**

- A. Assigned employees will work a minimum of four (4) hours on Saturdays.
- B. No employee will work more than forty (40) hours per week except in emergencies and/or when authorized by the Superintendent of Schools and will have a choice of time and one-half money payment or time and one-half compensatory time. Time and one-half compensatory time must be used by the end of the following week.
- C. Summer hours shall be from 7:00 a.m. to 3:30 p.m., or as otherwise established by mutual consent.
- D. Based upon district needs, all custodial staff (including custodians, custodial workers, custodian/bus drivers, custodial worker/bus drivers, or other assigned custodial workers) may be assigned, inversely by seniority, to weekend and night duty during periods when school is not in session.



- E. All extra bus driving assignments, i.e., work not considered as part of regular employment, will be posted and employees will be assigned on the basis of occupational seniority. Based upon district needs, all bus drivers may be assigned, inversely by seniority, whenever no unit member signs for an extra trip.

The swing shift person, (who doesn't have a regular run), will be assigned any bus trips not considered part of regular runs, i.e., sports runs. One exception is class field trips, these will be posted and assigned by occupational seniority.

If, for any reason, the assigned driver is unable to drive the trip, the supervisor will, when feasible, go to the next most senior person who signed for the trip.

When the extra assignment conflicts with a regular run(s), a substitute will be secured for the regular run. In emergency situations, temporary adjustments will be allowed.

Further, qualified staff members will be allowed to drive students involved in classroom and club-related activities as well as trips sponsored by the Guidance Department, as long as NYS Vehicle and Traffic Law Article 19A rules and regulations are adhered to, i.e., no one may drive a sixty (60) passenger bus unless they have the appropriate license, training and certification.

- F. The drivers with the most occupational seniority will be given preference over all other drivers when a vacancy on an old run/shift or a new run/shift occurs. If the offer is refused by the senior driver, the occupational seniority list will be followed until the vacancy is filled. (For the purposes of this clause only, all bus drivers will be considered in the same occupational group.)
- G. All employees will have a maximum of eight (8) working hours per day - Monday through Friday with the exception of the following:
1. Two (2) permanent custodian/bus drivers and/or custodial worker/bus drivers shall work 40 hours per week as assigned. Selection based on seniority.
  2. Clerical workers will work a normal work day. However, the administrator in charge can require the employee to work longer on a day where the work cannot wait and shorten the following day's schedule.
  3. The mechanic will work a normal work day. The mechanic may work more than eight (8) hours on a particular day if he/she feels it is necessary to do so. Permission to work beyond 40 hours per week must be received in advance from the Superintendent of Schools.

4. The regular work day for teacher aides will be seven (7) hours and will start not earlier than 7:00 a.m. and will end not later than 4:00 p.m. The regular work year for teacher aides will be one hundred eighty (180) days, and delayed school openings that apply to teachers shall also apply to teacher aides.
- H. Employees working as substitutes outside of their job classification shall be paid the substitute rate established by the Board of Education for said position, except that teacher aides performing the duties of an absent teacher shall receive an additional two dollars (\$2.00) per hour as an additional stipend for such substitution.
- I. The use of tobacco products by unit members on school property will not be permitted at any time.
- J. Effective July 1, 2008, each District bus driver will be reimbursed for the cost of Commercial Driver's License (CDL) renewal. Should the bus driver's District employment terminate in any manner other than retirement, prior to the full term of the license renewal, the driver will repay the District a prorated amount of the renewal cost for service not provided.

#### **ARTICLE X - SALARY**

- A. All employees will receive a notice of salary prior to August 1.
- B. Notice of salary will be given to the employee on a form mutually agreed to by both parties to this Agreement. At a minimum, such a form will indicate salary, accumulation of sick leave and allowed vacation time (if any) for the employee in that school year.
- C. Individual salaries shall be increased as follows: 5% for 2006-07; 5% for 2007-08; 5% for 2008-09; 5% for 2009-10; 5% for 2010-11. Base salaries will be increased as follows: 3.5% for 2008-09; 3.5% for 2009-10; 3.5% for 2010-11.

See Appendix A for individual unit members' salaries. Salary increases specified therein are the total increases for the entire fiscal year of July 1 through June 30.

Any employee of the school district promoted to a higher position will not be paid less than their current salary or the base salary of the new position, whichever is greater.

## **ARTICLE XI - PAYROLL POLICY**

- A. The District agrees to bi-weekly pay periods to fall on Fridays. A calendar of these pay dates will be posted on the official bulletin board by August 15. Those employees on vacation during which a payroll falls may receive their salary at the beginning of their vacation provided their vacation is long enough to ensure that salary is not paid in advance of services rendered. Each individual case will be reviewed to see that the above is the case before payment is made.
- B. Payroll deduction for CSEA dues and union sponsored insurance programs shall be allowed for employees covered by this Agreement. Such dues and premiums shall be remitted to the CSEA, Inc., 143 Washington Avenue, Albany, NY 12210, on a payroll period basis. The Employer agrees to submit a list itemizing the deductions of each employee to the above-mentioned address on a payroll period basis.
- C. Payroll deductions will also be allowed for tax sheltered annuities with those companies which have executed a Service Provider Agreement with the District. A Salary Reduction Agreement must be signed by the employee and filed with the District prior to implementation.
- D. Payroll deduction for credit union membership will also be allowed.
- E. The District's administrative costs for these programs shall be borne by the District.

## **ARTICLE XII - AGENCY SHOP FEE DEDUCTION**

- A. The Civil Service Employees Association, Inc., having been recognized or certified as the exclusive representative of employees within the bargaining unit represented by this Agreement, shall have deductions made from the wage or salary of employees of said bargaining unit who are not members of the Civil Service Employees Association, Inc., the amount equivalent to the dues levied by the Civil Service Employees Association, Inc. The Employer shall make such deductions and transmit the amount so deducted, along with a listing of such employees, to Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, NY 12210.
- B. An annual amount of three percent (3%) of the dues of agency shop fee paid by an individual shall be appropriated by the Association for political or ideological purposes. Such annual amount shall be collected and set aside on a bi-weekly basis in the same manner as dues are collected. Any dues paying member of the Association or person paying an agency shop fee who objects to the appropriation of this portion of their

payment for political or ideological purposes unrelated to collective bargaining shall have the right to object to such appropriation. An objector shall file written notice by registered or certified mail of his/her objection with the State Treasurer during the month of October of each year. Upon receipt of such objection, the CSEA Statewide Treasurer shall remit to the objector three percent (3%) of the annual dues for the period of time objected to by the objector, or if the objector has not paid dues or an agency shop fee for each of the preceding twelve months, the State Treasurer shall remit to the objector an amount equal to three percent (3%) of each bi-weekly period for which dues or an agency shop fee were collected.

- C. The Unit shall indemnify and save the School District harmless against all claims, demands, suits, or other forms of liability which may arise by reason of any action taken in making deductions and remitting the same to the Unit pursuant to this Article.

### **ARTICLE XIII - LEAVES**

#### **A. Sick Leave**

1. Sick leave will be granted at a rate of one and one-quarter (1.25) days per month for all full-time employees, accumulative to two hundred (200) days. Permanent part-time employees will receive sick time prorated accordingly.
2. A maximum of five (5) days sick leave per year may be used for family illness where circumstances are such as to require the employee's personal attendance.
3. Employees must notify their immediate supervisors at least one (1) hour prior to reporting time when calling in sick.
4. A doctor's certificate may be required at the discretion of the District after three (3) days absence. Further, following a doctor-excused absence, the employee may be required to obtain from that doctor a return-to-work certificate.
5. No sick leave may be used until such is earned.

#### **B. Personal Leave**

1. Personal days will be granted as follows:  
  
Twelve (12) month employees - five (5) days per year.

Eleven (11) month employees - four and one-half (4 1/2) days per year.

Ten (10) month employees - four (4) days per year.

2. All requests for personal leave shall be made in writing to the Superintendent or his/her designee at least twenty-four (24) hours prior to requested date of leave.
3. Personal leave may be used for:
  - a. legal or court matters;
  - b. personal business;
  - c. ceremonies, college graduations, special awards or citations.
4. Personal days may not be used for the purpose of extending a vacation or holiday period. When an employee requests a personal day immediately before or after such period, a reason must be stated for the request.
5. No personal leave may be used until such is earned; however, personal leave will be credited to the employee and deemed earned on July 1<sup>st</sup> of each year.
6. Unused personal leave will convert to sick leave at the end of the year.

C. Bereavement Leave

1. In the event of death of the employee's spouse, child, or domestic partner, five (5) days of leave with pay will be granted, not to be deducted from the employee's accumulated sick or personal time.
2. Three (3) days leave with pay will be granted upon the death of the employee's parent, grandparent, grandchild, sibling or corresponding in-law, such leave not to be deducted from employee's accumulated sick or personal time. (Three (3) days will be available for the death of a sibling-in-law who is either the spouse of the employee's sibling or the sibling of the employee's spouse; however, only one (1) day will be available for the death of the spouse of a sibling of the employee's spouse.)
3. Further time may be granted with the approval of the Superintendent if extenuating circumstances prevail. Such extended leave will be deducted from sick time.

D. Court or Jury Leave

1. Leave and salary payment for any employee who receives official notice to report for jury duty shall be in conformance with New York State Law. Leave will not be denied to any employee who is subpoenaed to appear in a court proceeding.

E. Military Leave

1. Any school employee with permanent status who is a member of an active Military Reserve Unit which requires annual periods of training, shall be paid his/her salary during such periods of training, not to exceed thirty (30) calendar days or twenty-two (22) working days, whichever is greater, in any one year period, provided valid proof of such duty is submitted to the Superintendent's office.
2. While on training duty, employee will continue to accumulate vacation and sick leave.
3. The District will pay the employee the difference between the military pay and the employee's salary.

F. Leave of Absence

1. Upon the recommendation of the Superintendent, the Board may grant employees with permanent status unpaid leave of absence, not to exceed one (1) year. Upon return from such leave, the employee will assume a position and step equivalent to those held when leave was granted.
2. Fringe benefits will not accumulate while employee is on leave. Employee may opt to continue health insurance by paying the total cost. (Benefits may be available under the Family and Medical Leave Act.)
3. The employee must give notice thirty (30) days prior to returning to work.

**ARTICLE XIV - SICK LEAVE BANK**

- A. The sole purpose of the sick leave bank is to provide additional sick leave to bank members who have exhausted their own sick leave and who require additional days as a result of an unplanned, prolonged personal illness. This sick leave bank is not

intended to provide additional sick leave time for medical situations such as elective surgery, cosmetic surgery, "burn-out", or remedial health treatment programs such as trips to alternate climates. The bank will be administered by a committee, consisting of two (2) members of the Association and the Superintendent of Schools or his/her designee, according to the following guidelines.

B. Conditions

1. The bank is open to all bargaining unit members.
2. Prospective members will apply for membership by notifying the committee in writing.
3. The deadline for application for membership is September 30 of each year.
4. Members will donate two (2) days at the time of joining and one (1) day each year thereafter to retain their membership.
5. Membership may be terminated by notifying the committee in writing. If an employee terminates membership, he/she shall be ineligible to rejoin.
6. Days donated are non-refundable.
7. Only members of the bank are eligible to draw benefits.
8. After a member has exhausted personal sick leave, a waiting period of one (1) week must occur before drawing days from the bank.
9. A member making an appeal for days will meet with the committee, if necessary, to determine whether sick leave will be granted.
10. When a member makes an appeal for sick leave, the committee will respond in writing within four (4) days after the request has been made.
11. The committee reserves the right to require a physician's statement in response to an appeal for sick leave, and before the granting of benefits.
12. Sick leave days requested are for the employee's personal sickness only.
13. Days granted to a member do not have to be returned to the bank; days granted and not used must be returned to the bank.

14. Maximum benefits granted will be as specified by the following schedule:

	(whichever is less)	
	<u>Workdays</u>	<u>% of bank</u>
Less than 6 years in District	20 or	10
6-10 years in the District	40 or	15
11+ years in the District	60 or	20

If conditions warrant, the applicant may reapply to the committee for additional days. Benefits will be granted only as long as days remain available in the bank.

15. Benefits will apply only to days on which a member would have normally been paid.
16. If the bank should be exhausted in any given year, the committee may draw one additional day from each member to resupply the bank. Such action will be taken only once in any school year.
17. When the bank's total accumulation reaches four hundred (400) days, additional days shall not be drawn from the general membership except as new members may join the bank.
18. Decisions of the committee regarding the awarding of benefits are not subject to the contractual grievance procedure.
19. The rules and regulations of the bank, as well as interpretations thereof, may be changed upon the recommendation of the committee and the concurrence of the Board of Education and the Association.
20. The member has the option to contribute up to 50% of the sick days allotted to him/her for the year. This contribution must be made prior to September 30 of that school year. Written authorization shall be required for such an election by a member. In the event that the member leaves the employ of the District, the contribution will be prorated based on the amount of time that the member was employed that year.

#### **ARTICLE XV - VACATION**

- A. Twelve month employees, and ten and eleven month clerical employees, who work twenty (20) or more hours per week on a regular basis will receive vacation on a yearly basis at the following rate:



1. One (1) day per month through the fifth (5<sup>th</sup>) year of service;
2. One and one-half (1.5) days per month from the sixth (6<sup>th</sup>) through the twentieth (20<sup>th</sup>) year of employment;
3. One and one-half (1.5) days per month plus one (1) day per year for each five (5) years of service completed after twenty (20) years employment to a maximum of twenty-five (25) days.

All vacation allowance will begin and end on the anniversary date of employment.

- B. Vacation leave shall be accumulative to eighteen (18) days. At the time of employment severance, accrued vacation days will be paid at the employee's per diem rate of pay.
- C. No employee will be permitted to use more than thirty (30) vacation days during the calendar year, nor more than fifteen (15) vacation days during the summer recess.
- D. No vacation may be taken until earned.
- E. When a holiday falls in a vacation period, an additional day off shall be granted.
- F. If in the event of illness, an employee is not able to use vacation time, then a special waiver will be granted by the Superintendent preventing the loss of said vacation time at the end of the year.
- G. For occupational seniority to apply, an employee must submit a vacation request on or before April 1<sup>st</sup>. So long as operational requirements permit, said requests will be approved in writing by May 1<sup>st</sup>. In cases of conflicting requests, the employee with the greatest amount of occupational seniority will be given preference.
- H. Employees may request vacations at other times. Such requests will be granted based upon operational requirements at the discretion of the Superintendent.
- I. In the event a unit member is consistently denied use of vacation time due to the District's staffing shortage, despite timely submission of requests for such vacation, the unit member will be paid for up to five (5) days of unused vacation that would otherwise be lost.

## **ARTICLE XVI - HOLIDAYS**

All twelve (12) month employees, and ten (10) and eleven (11) month clerical employees, shall receive twelve (12) paid holidays per year and ten (10) month employees will receive observed holidays which fall within the period of their employment as follows:

Labor Day	Day after Christmas
Columbus Day	New Year's Day
Veteran's Day	Martin Luther King Day
Thanksgiving	Presidents' Day
Friday after Thanksgiving	Memorial Day
Christmas Day	Independence Day

Holidays which fall on Saturday will be honored on Friday. Holidays which fall on Sunday will be honored on Monday.

## **ARTICLE XVII - HEALTH INSURANCE**

- A. Employees who work twenty or more hours per week on a regular basis shall receive the following insurance benefits:
1. Health insurance - The District will pay 100% of the premium for individual and dependent coverage. Effective July 1, 2008, or as soon thereafter as possible, the health insurance plan shall be a High Deductible Health Plan (Plan C) administered in part by the St. Lawrence-Lewis Counties School District Employees Medical Plan.
    - a. Under Plan C, there can be no coordination of benefits. That is, a unit member cannot receive health insurance coverage from any other source and participate in Plan C.
    - b. The deductible for this plan shall be \$5000 Individual/\$10,000 Family. Once these deductibles are met, the High Deductible Health Plan will be applied to any additional claims.
    - c. For active and retired unit members under the age of 65, the District's contributions to the Health Savings Account portion of the deductible shall be \$1500 for individual coverage and \$3000 for family coverage. The remaining portion of the deductible

amount shall be in the form of a Health Reimbursement Arrangement. (HSA is only available if enrollee is under 65 for entire plan year; further, if enrollee's spouse is 65 or over, only an individual HSA is available.)

- d. For active and retired unit members age 65 and older, the District will be responsible for funding a \$5000 Individual/ \$10,000 Family Health Reimbursement Arrangement each year.
    - e. For active and retired unit members, at the end of each plan year, 5% of the enrollee's remaining HRA portion of the deductible will be converted to that enrollee's HRA limited flexible spending plan. The HRA limited flexible spending plan can be used only for dental and/or optical expenses.
  - 2. Subsequent to the implementation of Plan C per subsection 1, above, should either of the parties determine that Plan C is unsatisfactory, upon request the parties will establish a Labor-Management Committee for the sole purpose of addressing and attempting to resolve the dissatisfaction; no later than six (6) months following the formation of the committee or the beginning of a new insurance plan year, whichever is later, if the parties have not successfully resolved the issue, the unit's coverage will revert to the prior plan structure (Plan A).
  - 3. The CSEA Family Optical Plan.
  - 4. The CSEA Horizon Dental Plan - effective July 1, 2000. The District shall only pay the cost of the employee premium. The cost for dependent coverage shall be borne by the employee. Effective July 1, 2008, dependent coverage premiums will be deducted from a unit member's pay in equally apportioned amounts over the course of that unit member's regularly scheduled work year.
- B. Continuation of family coverage upon death of employee:
- 1. In the event a bargaining unit member becomes deceased, the District will continue health insurance coverage for the spouse for a period of three (3) months.
  - 2. In the situation where husband and wife are both employed by the District and the employee who is covered with the family coverage becomes deceased or retires, the spouse will immediately be provided with family coverage, so long as said spouse is still employed by the District.

## ARTICLE XVIII - UNEMPLOYMENT INSURANCE

Services of employees working less than twelve (12) months shall be continued into each academic year or term and into any period immediately following established and customary school vacation periods provided that such employee has performed services for the District immediately before such academic year, term or vacation period.

This clause shall in no way limit the District's right, during times that school is in session, to abolish positions, to discipline employees, or to dismiss employees, provided it complies with other terms of the Agreement and applicable laws.

## ARTICLE XIX - RETIREMENT

The District will assume full retirement cost under the New York State Employees Retirement System's section 75g and 41j retirement plans, unless New York State Law changes on this matter.

## ARTICLE XX - RETIREMENT COMPENSATION

- A. Any employee who regularly works twenty (20) or more hours per week and who retires from the Morristown Central School District on or after July 1, 1992, with a minimum of ten (10) years of service in the Morristown Central School District, shall be remunerated at the rate set forth below for each day of accumulated unused sick leave up to a maximum of two hundred (200) days.

1-100 days:	\$20.00 per day
101-150 days:	\$30.00 per day
151-200 days:	\$50.00 per day

- B. This money will be placed against the cost of the retiree's dependents' share of health insurance premium until the total monies credited have been used. The District will pay 100% of the premium for retiree's coverage and 75% of the premium for dependent coverage. *(Note: Whenever a retiree elects individual premium only, the retiree will receive the above sick day payout directly, rather than as application to premium.)*

- C. If an employee's effective date of retirement is between June 30 and September 1<sup>st</sup>, he/she shall notify the District of his/her intention to retire no later than March 1<sup>st</sup> to qualify for this benefit.
- D. Should the dependents of a retired employee who has accrued benefits under this Article die prior to utilizing the entire benefit he/she had earned, then the balance of the unused benefit will be refunded to the surviving retiree, or to the executor of the estate of the deceased.

#### **ARTICLE XXI - RIGHT TO REVIEW PERSONNEL RECORDS**

- A. All employees covered by this Agreement shall have the right to review their personnel folders. Advance notice of twenty-four (24) hours, in writing, will be required.
- B. Employees will be notified of all derogatory material placed in their personnel folders.
- C. Employee shall have the right to submit a rebuttal of reasonable length on any derogatory material placed in his/her personnel folder.
- D. Employees may request that derogatory material other than performance evaluation and disciplinary decisions be removed from their personnel folders after a period of two (2) years of its placement in the folder, provided there is no reoccurrence of an incident of a similar nature.
- E. Unit members will be provided with a copy of any written evaluation, and a follow-up conference with the evaluator shall be held within a reasonable amount of time. In the written evaluation, weaknesses and/or strengths will be discussed. The evaluator will provide the employee with suggestions for improving any weaknesses.

The evaluation shall be signed by the evaluator and by the employee. Such signature may not be withheld. The employee's signature merely confirms that the employee has been presented with a copy of the evaluation; it in no way indicates agreement or disagreement with the contents of the evaluation.

Nothing in this section shall preclude a supervisor's incidental observations of employee performance. If such observations are reduced to writing and placed in the unit member's personnel file, sections B and C of this Article shall apply.

## ARTICLE XXII - GRIEVANCE PROCEDURE

### A. Purpose

The purpose of this grievance procedure shall be to settle equitably and informally, if possible, at the lowest level, disputes which may arise from time to time with respect to specific claims of violation, misapplication or misinterpretation of the terms of this Agreement.

### B. Definitions

1. Grievance: A grievance is a complaint by a non-teaching employee or group of non-teaching employees based on an alleged violation of the provisions of this agreement.
2. Non-teaching employee: An employee of the Board of Education who is not a member of the teaching profession or an administrator.
3. Supervisor: A supervisor shall mean any non-teaching employee responsible for or exercising any degree of supervision or authority over another non-teaching employee.

### C. Steps in Resolving a Grievance

#### 1. Immediate Supervisor - Informal

The non-teaching employee, with or without his/her representative, will attempt to settle an alleged grievance with the immediate supervisor through discussion.

#### 2. Immediate Supervisor - Formal

- a. In the event that Step 1 is unsuccessful in resolving the grievance, the non-teaching employee may file a written grievance on a form supplied by the Association. The form shall be filed in triplicate as follows: one (1) copy for the non-teaching employee; one (1) copy for the local Association; one (1) copy for the immediate supervisor. A written grievance shall be filed as soon as possible, but in no event later than fifteen (15) work days after occurrence of fact giving rise to the grievance or notice of such facts to the non-teaching employee, whichever is later.

- b. Within three (3) work days following the filing of a written grievance, a meeting shall take place between the immediate supervisor, the aggrieved non-teaching employee and the local Association representative to attempt to resolve the grievance.
- c. The immediate supervisor must give a written response within five (5) work days of this meeting.

3. Chief School Administrator

- a. In the event that Step 2 is unsuccessful in resolving the grievance, the local Association may file a written grievance to the Chief School Administrator within ten (10) work days after the receipt of the written response under Step 2.
- b. The Chief School Administrator will meet with all parties involved in the grievance within seven (7) work days after receiving written notice of a grievance to attempt to resolve the grievance.
- c. The Chief School Administrator must give a written response within five (5) work days of this meeting.

4. Board of Education

- a. In the event that Step 3 is unsuccessful, the local Association may file an appeal in writing to the Board of Education within ten (10) work days of receiving a decision at Step 3.
- b. Within ten (10) work days after receipt of an appeal, the Board of Education shall hold a hearing at which time the Board will meet with all parties involved in the grievance in an attempt to resolve the grievance.
- c. Within five (5) work days after the conclusion of the hearing, the Board of Education shall render a decision in writing on the grievance. All hearings conducted by the Board of Education shall be held in executive session.

5. Arbitration

- a. Scope

Grievances outside the scope of the definition of grievance are not subject to arbitration.

Grievances may be submitted to arbitration after all grievance procedures herein above stated have been exhausted, and by written notice to the Board of Education within twenty-one (21) work days of the decision at Step 4 of the grievance procedure, and subject to the following principles and procedures.

b. Selection of an Arbitrator

The parties agree that the American Arbitration Association rules for selection of an arbitrator shall be followed.

c. Duties of an Arbitrator

It shall be the duty of the arbitrator to hear the alleged violation of the Agreement submitted after all other grievance procedures of said Agreement have been exhausted.

Such hearings shall be held in Morristown, New York, unless another site is mutually agreed to by the Association and the District.

The arbitrator shall hear the case(s) in full with findings of fact and conclusions, and shall render a decision which shall be binding upon the parties.

d. Jurisdiction of the Arbitrator

The arbitrator shall regard the provisions of this Agreement as the basic principles and fundamental laws governing the relationship of the parties. The arbitrator's function shall be to interpret the provisions of this Agreement and to decide cases of alleged violation of such provisions. The arbitrator shall not supplement, enlarge, diminish, or alter the scope of meaning of this Agreement, and its appendices, as it exists from time to time, or any provisions thereof, nor entertain jurisdiction of any subject matter not covered thereby (except to the extent necessary to determine jurisdiction).

e. Cost

The compensation and expenses of each party's representatives shall be borne by such party.

The compensation and expenses of the arbitrator shall be borne equally by the parties.



f. Rules

The arbitrator shall make such rules and regulations for the conduct of business as do not conflict with these provisions.

g. Payment of Employees

Employees will be paid when in attendance at arbitration hearings.

D. Grievance of Discipline/Discharge

In the event of discipline or discharge, an employee may grieve said discipline through the normal grievance procedure. Any unit member whose Civil Service status affords Section 75 rights shall be entitled to opt for either the grievance procedure or for the Section 75 procedure, but not both.

### **ARTICLE XXIII - AGREEMENT BETWEEN PARTIES**

- A. This Agreement shall constitute the full and complete commitment between parties. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.
- C. Copies of the Agreement shall be printed at the expense of the Board and given to all employees. New employees will receive a copy of the Agreement within thirty (30) days of employment. The Association shall be given five (5) copies for file purposes.
- D. The Board and the Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the Morristown Central School System. The Board recognizes that it must operate in accordance with all statutory provisions of the State, and such other rules and regulations as are promulgated by the State Civil Service in accordance with such statutes.

The Board of Education on its own behalf, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred

upon and vested in it by applicable law, rules and regulations to establish the framework of school policies and projects including, but without limitation because of enumeration, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the direction of its employees;
2. To employ and re-employ all personnel and, subject to the provisions of law or civil service regulations, determine their qualifications, their work assignment and their promotion, demotion or dismissal.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and the statutes of New York State Laws and Constitution and Laws of the United States.

- E. All employees within the bargaining unit are entitled to representation at any time for matters involving their terms and conditions of employment.
- F. At the beginning of the school year, the CSEA President shall submit a list of CSEA representatives to the Superintendent.

## ARTICLE XXIV - DURATION OF AGREEMENT

This contract shall be effective from July 1, 2006 through June 30, 2011, including retroactive salary increases in accordance with Article X, except that all other provisions of this Agreement will be effective upon ratification by both parties, unless specifically noted otherwise.

### ASSOCIATION

By: Paul M. Mely  
Labor Relations Specialist

By: Earl F. Buice  
Association President

By: E. H. E. Hassut

By: Ray Boyed

By: Jay Rabideau

By: Michael O'Brien

Date: \_\_\_\_\_

### DISTRICT

By: Beverly L. Anderson  
Superintendent of Schools

By: Barbara Griffith  
President, Board of Education

By: [Signature]  
Vice President, Board of Education

Date: 8/21/08

# APPENDIX A

## UNIT MEMBER SALARIES

<u>EMPLOYEE</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Barse, F.	\$ 32,261	\$ 33,874	\$ 35,568	\$ 37,346	\$ 39,213
Barse, J.	\$ 22,083	\$ 23,187	\$ 24,346	\$ 25,563	\$ 26,841
Bice, E.	\$ 32,261	\$ 33,874	\$ 35,568	\$ 37,346	\$ 39,213
Bogardus, P.	\$ 20,688	\$ 21,722	\$ 22,809	\$ 23,949	\$ 25,146
Bowman, P.	\$ 12,497	\$ 13,122	\$ 13,778	\$ 14,467	\$ 15,190
Brooks, M.	\$ 14,840	\$ 15,582	\$ 16,361	\$ 17,179	\$ 18,038
Cobb, C.	\$ 27,826	\$ 29,217	\$ 30,678	\$ 32,212	\$ 33,823
Colby, H.	\$ 12,344	\$ 12,961	\$ 13,609	\$ 14,289	\$ 15,003
Fields, D.	\$ 25,625	\$ 26,906	\$ 28,252	\$ 29,665	\$ 31,148
Gassert, G.	\$ 9,385	\$ 9,854	\$ 10,347	\$ 10,864	\$ 11,407
Halladay, S.	\$ 12,405	\$ 13,025	\$ 13,676	\$ 14,360	\$ 15,078
Hance, K.	\$ 8.65	\$ 9.08	\$ 9.54	\$ 10.02	\$ 10.52
Hitchman, K.	\$ 25,466	\$ 26,739	\$ 28,076	\$ 29,480	\$ 30,954
Hoffman, B.	\$ 12,405	\$ 13,025	\$ 13,676	\$ 14,360	\$ 15,078
Hunter, S.	\$ 18,871	\$ 19,815	\$ 20,805	\$ 21,845	\$ 22,937
Jenkins, S.	\$ 10.16	\$ 10.67	\$ 11.21	\$ 11.77	\$ 12.36
Johnson, V.	\$ 12,466	\$ 13,089	\$ 13,743	\$ 14,430	\$ 15,152
Jones, P.	\$ 21,731	\$ 22,818	\$ 23,958	\$ 25,156	\$ 26,414
Langtry, A.	\$ 18,518	\$ 19,444	\$ 20,416	\$ 21,437	\$ 22,509
Leggue, A.	\$ 25,941	\$ 27,238	\$ 28,600	\$ 30,030	\$ 31,532
Macaulay, L.	\$ 12,497	\$ 13,122	\$ 13,778	\$ 14,467	\$ 15,190
McCarthy, M.	\$ 23,347	\$ 24,514	\$ 25,740	\$ 27,027	\$ 28,378
Mulvaney, A.	\$ 9,332	\$ 9,799	\$ 10,289	\$ 10,803	\$ 11,343
Rabideau, J.	\$ 12,581	\$ 13,210	\$ 13,871	\$ 14,565	\$ 15,293
Rhinebold, M.	\$ 12,466	\$ 13,089	\$ 13,743	\$ 14,430	\$ 15,152
Schofell, P.	\$ 8.69	\$ 9.12	\$ 12,085	\$ 12,689	\$ 13,323
Sovie, D.	\$ 12,581	\$ 13,210	\$ 13,871	\$ 14,565	\$ 15,293
Wagoner, J.	\$ 19,425	\$ 20,396	\$ 21,416	\$ 22,487	\$ 23,611
Ward, T.	\$ 10.02	\$ 10.52	\$ 11.04	\$ 11.59	\$ 12.17
Woodside, J.	\$ 35,759	\$ 34,418	\$ 36,139	\$ 37,946	\$ 39,843
Wrobel, A.	\$ 13,778	\$ 14,467	\$ 15,190	\$ 15,950	\$ 16,748

APPENDIX B  
POSITION BASE SALARIES

<u>JOB TITLE</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
Motor Equipment Mechanic	\$23,071	\$23,878	\$24,714
Custodian	\$15,289	\$15,824	\$16,378
Custodial Worker	\$13,759	\$14,241	\$14,739
Bus Driver (hourly)	\$9.87	\$10.22	\$10.58
Custodian/Bus Driver	\$19,890	\$20,586	\$21,307
Custodial Worker/Bus Driver	\$17,900	\$18,527	\$19,175
Teacher Aide	\$11,933	\$12,351	\$12,783
School Monitor (hourly)	\$7.40	\$7.66	\$7.93
Cook/Manager	\$13,921	\$14,408	\$14,912
Food Service Helper	\$8,904	\$9,216	\$9,539
Keyboard Specialist - 10 month	\$15,912	\$16,469	\$17,045
Keyboard Specialist - 11 month	\$17,661	\$18,279	\$18,919
Clerk (hourly)	\$8.40	\$8.69	\$8.99
Registered Professional Nurse	\$17,013	\$17,608	\$18,224